

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM576306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Interest Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jefferies Finance LLC, as the prior collateral agent under the TSA		05/13/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as the successor Collateral Agent		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	SUITE 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 78</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4418507	QUALIS	
Registration Number:	4546158	QUALIS	
Registration Number:	2477374	AEROROTOR	
Registration Number:	3752010	BRAKE LATE, FINISH FIRST	
Registration Number:	3030604	CENTRIC PARTS	
Registration Number:	4348230	CONTINUOUS CARBON CERAMIC	
Registration Number:	3061251	CTEK	
Registration Number:	2858527	POSI QUIET	
Registration Number:	3900428	POWER SLOT	
Registration Number:	3133557	POWER SLOT PLUS	
Registration Number:	2650518	SPORTSTOP	
Registration Number:	2512544	STOPTECH	
Registration Number:	3722196	TROPHY BIG BRAKE KIT	
Registration Number:	5097537	BALANCED BRAKE SYSTEMS	
Registration Number:	5097538	BALANCED BRAKE UPGRADES	
Registration Number:	1269748	MSL	
Registration Number:	1528145	ANSA	

OP \$1965.00 4418507

Property Type	Number	Word Mark
Registration Number:	1151635	ANSA MARMITTE
Registration Number:	4315162	ANSA
Registration Number:	4315163	ANSA SPORT
Registration Number:	4494393	MARMITTE ANSA
Registration Number:	4430351	OUR PRODUCT LINE IS EXHAUSTIVE
Registration Number:	3159602	AP
Registration Number:	3167215	MERIT
Registration Number:	3175898	AP
Registration Number:	3944422	CLEAN BY DESIGN
Registration Number:	3545676	ENFORCER
Registration Number:	2502113	THE SOUND OF ACCELERATION
Registration Number:	2493182	XLERATOR PERFORMANCE EXHAUST
Registration Number:	1649420	SILENTONE PLUS
Registration Number:	1567021	XLERATOR
Registration Number:	1516307	MSL BIG MAX
Registration Number:	1317984	SILENTONE
Registration Number:	1604348	MODULARAK
Registration Number:	1316608	MERIT
Registration Number:	2037427	MAX-FIT
Registration Number:	2426737	CHALLENGE
Registration Number:	2426735	CHALLENGE PREMIUM MUFFLER LINE
Registration Number:	2426736	BIG MAX
Registration Number:	2846018	TRUCKEX
Registration Number:	3429096	MSL MAXIMUM
Registration Number:	4359819	ELIMINATOR
Registration Number:	3537022	IMCO EXHAUST
Registration Number:	3530774	DISTURBING THE PEACE SINCE 1968
Registration Number:	3530773	DISTURBING THE PEACE SINCE 1968
Registration Number:	3430886	CHERRY BOMB VORTEX
Registration Number:	3422700	CHERRY BOMB TURBO
Registration Number:	3422699	CHERRY BOMB PRO
Registration Number:	3418126	CHERRY BOMB GLASSPACK
Registration Number:	3422698	CHERRY BOMB EXTREME
Registration Number:	3418125	CHERRY BOMB ELITE
Registration Number:	3422631	CHERRY BOMB CHERRY BOMB
Registration Number:	2281009	IMCO
Registration Number:	2282253	IMPORT PROFESSIONAL SERIES
Registration Number:	2087250	MVP

Property Type	Number	Word Mark
Registration Number:	1713448	MAREMONT
Registration Number:	1462723	SUPREME
Registration Number:	1450641	PROFESSIONAL PLUS
Registration Number:	1319247	SILVER KNIGHT
Registration Number:	1120455	SUPER "C"
Registration Number:	1076885	CREW CHIEF
Registration Number:	545453	MAREMONT
Registration Number:	996352	CHERRY BOMB
Registration Number:	888622	CHERRY BOMB
Registration Number:	4654223	IPC
Registration Number:	5087817	AP EMISSIONS TECHNOLOGIES
Registration Number:	3902423	ARISTO
Registration Number:	3902422	ARISTO
Registration Number:	3930353	GLOBAL MARKET SOLUTIONS
Registration Number:	3936125	BON-X
Registration Number:	3849170	INTELLIGENT CATALYST TECHNOLOGY
Registration Number:	3849171	MISO
Registration Number:	2355994	ARISTO
Registration Number:	4119908	OBD II BY DESIGN
Registration Number:	1787858	CATCO
Registration Number:	1788062	CATCO
Serial Number:	87033810	CRYO-STOP
Serial Number:	76711324	SILVERLINE

#### CORRESPONDENCE DATA

Fax Number: 2128366337

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2128367319

Email: paul.somelofske@arnoldporter.com

Correspondent Name: Paul J. Somelofske

Address Line 1: C/O Arnold & Porter Kaye Scholer LLP

Address Line 2: 250 West 55th Street

Address Line 4: New York, NEW YORK 10019-9710

NAME OF SUBMITTER: Paul J. Somelofske

SIGNATURE: /Paul J. Somelofske/

DATE SIGNED: 05/13/2020

Total Attachments: 10

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**TRADEMARK SECURITY INTEREST ASSIGNMENT  
AGREEMENT**

**THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of this 13<sup>th</sup> day of May, 2020, by JEFFERIES FINANCE LLC ("Jefferies"), as the prior collateral agent under the TSA (as defined below) and the Security Agreement (as defined below) (in such capacity, "Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington Trust"), as the successor collateral agent (in such capacity, "Assignee").

**W I T N E S S E T H**

WHEREAS, Assignor is party to the First Lien Security Agreement, dated as of May 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by APC Automotive Technologies Intermediate Holdings, LLC (f/k/a AP Exhaust Intermediate Holdings, LLC) ("Holdco"), APC Automotive Technologies, LLC (f/k/a AP Exhaust Acquisition, LLC) ("AP Acquisition"), CWD Acquisition, LLC, ("CWD Buyer"), CWD Holding Corp. ("CWD Corp." and, together with AP Acquisition and CWD Buyer, the "Borrowers") and each of the other Grantors party thereto in favor of Assignor;

WHEREAS, pursuant to (i) the Trademark Security Agreement, dated as of May 10, 2017 (the "TSA"), made by each of AirTek, LLC ("Airtek"), AP Emissions Technologies, LLC ("AP Emissions"), Aristo, LLC ("Aristo"), CWD, LLC ("CWD, LLC") and Qualis Automotive, L.L.C. ("Qualis Automotive") in favor of the Assignor, which was recorded with the United States Patent and Trademark Office on May 10, 2017 on Reel 006054 / Frame 0741 with respect to AirTek, Reel 006055 / Frame 0546 with respect to Aristo, Reel 006055 / Frame 0294 with respect to CWD, LLC, Reel 006055 / Frame 0284 with respect to Qualis Automotive and Reel 006054 / Frame 0751 with respect to AP Emissions, and (ii) the Security Agreement, each of AirTek, AP Emissions, Aristo, CWD, LLC and Qualis Automotive has granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the Trademark Collateral (as defined in the TSA) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof ;

WHEREAS, effective as of May 13, 2020, Assignor resigned as administrative agent and collateral agent under that certain First Lien Credit Agreement dated as of May 10, 2017, by and among the Borrowers, Holdco, the lenders party thereto and Assignor (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by that certain First Amendment to First Lien Credit Agreement dated as of November 2, 2019 and by that certain Second Amendment to First Lien Credit Agreement dated as of April 29, 2020, the "Credit Agreement") and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of May 13, 2020, among Assignor, Assignee, the Borrowers, Holdco, each of the other Guarantors (as defined in the Credit Agreement) party thereto and the Lenders (as defined in the Credit

Agreement) party thereto, Wilmington Trust has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Jefferies as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents (including, without limitation, under the Security Agreement and the TSA); and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Security Agreement and the TSA, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the TSA, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of AirTek, AP Emissions, Aristo, CWD, LLC and Qualis Automotive. Each of AirTek, AP Emissions, Aristo, CWD, LLC and Qualis Automotive hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

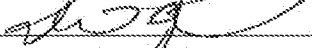
**ASSIGNOR:**

**JEFFERIES FINANCE LLC**, as the prior collateral agent

By:   
Name: Paul Chisholm  
Title: Managing Director

**ASSIGNEE:**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as the successor collateral agent

By:   
Name: David Bergstrom  
Title: Vice President

Signature Page to Trademark Security Interest Assignment Agreement

**TRADEMARK**  
**REEL: 006938 FRAME: 0127**



**ACKNOWLEDGED AND AGREED:**

**AP EMISSIONS TECHNOLOGIES, LLC  
ARISTO, LLC  
AIRTEK, LLC  
CWD, LLC  
QUALIS AUTOMOTIVE, L.L.C.**

By: \_\_\_\_\_

Name: Marc Weinsweig

Title: Chief Financial Officer



Signature Page to Trademark Security Interest Assignment Agreement

**TRADEMARK  
REEL: 006938 FRAME: 0128**

SCHEDULE I  
TO  
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

**U.S. Trademarks and Trademark Applications**


Trademark Registrations:

OWNER	REGISTRATION NO.	TRADEMARK
Qualis Automotive, L.L.C.	4,418,507	
Qualis Automotive, L.L.C.	4,546,158	
CWD, LLC	2,477,374	AEROROTOR
CWD, LLC	3,752,010	BRAKE LATE FINISH FIRST
CWD, LLC	3,030,604	CENTRIC PARTS
CWD, LLC	4,348,230	CONTINUOUS CARBON CERAMIC
CWD, LLC	3,061,251	CTEK
CWD, LLC	2,858,527	POSI QUIET
CWD, LLC	3,900,428	POWER SLOT
CWD, LLC	3,133,557	POWER SLOT PLUS
CWD, LLC	2,650,518	SPORTSTOP
CWD, LLC	2,512,544	STOPTECH
CWD, LLC	3,722,196	TROPHY BIG BRAKE KIT
CWD, LLC	5,097,537	BALANCED BRAKE SYSTEMS
CWD, LLC	5,097,538	BALANCED BRAKE UPGRADES
AP Emissions Technologies, LLC	1,269,748	MSL
AP Emissions Technologies, LLC	1,528,145	ANSA

<b>OWNER</b>	<b>REGISTRATION NO.</b>	<b>TRADEMARK</b>
AP Emissions Technologies, LLC	1,151,635	ANSA MARMITTE and Design
AP Emissions Technologies, LLC	4,315,162	ANSA
AP Emissions Technologies, LLC	4,315,163	ANSA SPORT
AP Emissions Technologies, LLC	4,494,393	MARMITTE ANSA and Design
AP Emissions Technologies, LLC	4,430,351	OUR PRODUCT LINE IS EXHAUSTIVE
AP Emissions Technologies, LLC	3,159,602	AP
AP Emissions Technologies, LLC	3,167,215	MERIT
AP Emissions Technologies, LLC	3,175,898	AP (stylized)
AP Emissions Technologies, LLC	3,944,422	CLEAN BY DESIGN
AP Emissions Technologies, LLC	3,545,676	ENFORCER
AP Emissions Technologies, LLC	2,502,113	THE SOUND OF ACCELERATION
AP Emissions Technologies, LLC	2,493,182	
AP Emissions Technologies, LLC	1,649,420	SILENTONE PLUS
AP Emissions Technologies, LLC	1,567,021	XLERATOR*
AP Emissions Technologies, LLC	1,516,307	MSL BIG MAX*
AP Emissions Technologies, LLC	1,317,984	SILENTONE

<b>OWNER</b>	<b>REGISTRATION NO.</b>	<b>TRADEMARK</b>
AP Emissions Technologies, LLC	1,604,348	MODULARAK & DESIGN*
AP Emissions Technologies, LLC	1,316,608	MERIT*
AP Emissions Technologies, LLC	2,037,427	MAX-FIT
AP Emissions Technologies, LLC	2,426,737	CHALLENGE
AP Emissions Technologies, LLC	2,426,735	CHALLENGE PREMIUM MUFFLER LINE
AP Emissions Technologies, LLC	2,426,736	BIG MAX
AP Emissions Technologies, LLC	2,846,018	TRUCKEX
AP Emissions Technologies, LLC	3,429,096	MSL MAXIMUM
AP Emissions Technologies, LLC	4,359,819	ELIMINATOR
AP Emissions Technologies, LLC	3,537,022	IMCO EXHAUST and Design
AP Emissions Technologies, LLC	3,530,774	DISTURBING THE PEACE SINCE 1968 and Design
AP Emissions Technologies, LLC	3,530,773	DISTURBING THE PEACE SINCE 1968
AP Emissions Technologies, LLC	3,430,886	CHERRY BOMB VORTEX
AP Emissions Technologies, LLC	3,422,700	CHERRY BOMB TURBO
AP Emissions Technologies, LLC	3,422,699	CHERRY BOMB PRO
AP Emissions Technologies, LLC	3,418,126	CHERRY BOMB GLASSPACK

<b>OWNER</b>	<b>REGISTRATION NO.</b>	<b>TRADEMARK</b>
AP Emissions Technologies, LLC	3,422,698	CHERRY BOMB EXTREME
AP Emissions Technologies, LLC	3,418,125	CHERRY BOMB ELITE
AP Emissions Technologies, LLC	3,422,631	CHERRY BOMB and Design
AP Emissions Technologies, LLC	2,281,009	IMCO
AP Emissions Technologies, LLC	2,282,253	IMPORT PROFESSIONAL SERIES
AP Emissions Technologies, LLC	2,087,250	MVP
AP Emissions Technologies, LLC	1,713,448	MAREMONT and Design
AP Emissions Technologies, LLC	1,462,723	SUPREME
AP Emissions Technologies, LLC	1,450,641	PROFESSIONAL PLUS
AP Emissions Technologies, LLC	1,319,247	SILVER KNIGHT
AP Emissions Technologies, LLC	1,120,455	SUPER "C"
AP Emissions Technologies, LLC	1,076,885	CREW CHIEF
AP Emissions Technologies, LLC	545,453	MAREMONT
AP Emissions Technologies, LLC	996,352	CHERRY BOMB and Design
AP Emissions Technologies, LLC	888,622	CHERRY BOMB
AP Emissions Technologies, LLC	4,654,223	IPC

OWNER	REGISTRATION NO.	TRADEMARK
AP Emissions Technologies, LLC	5,087,817	AP EMISSIONS TECHNOLOGIES
ARISTO, LLC	3,902,423	
ARISTO, LLC	3,902,422	ARISTO
ARISTO, LLC	3,930,353	GLOBAL MARKET SOLUTIONS
ARISTO, LLC	3,936,125	BON-X
ARISTO, LLC	3,849,170	INTELLIGENT CATALYST TECHNOLOGY
ARISTO, LLC	3,849,171	MISO
ARISTO, LLC	2,355,994	ARISTO
AirTek, LLC	4,119,908	OBD II BY DESIGN
AirTek, LLC	1,787,858	CATCO
AirTek, LLC	1,788,062	CATCO

Applications:

OWNER	Application No.	TRADEMARK
CWD, LLC d/b/a Centric Parts	87033810	CRYO-STOP
AP Emissions Technologies, LLC	76/711,324	SILVERLINE